## SECTION – V

## VOLUME-I

## B. SPECIAL CONDITIONS OF CONTRACT (SCC)

**SPECIAL CONDITIONS OF CONTRACT**

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## SECTION - V

## SPECIAL CONDITIONS OF CONTRACT

### 1. Labour:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

### 2. Compliance with Labour Regulations:

During continuance of the contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor in no case shall be treated as the employees of the Employer at any point of time.

### 3. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

## 4. Arbitration :

4.1 The procedure for arbitration shall be as follows:

(a) Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Centre – Karnataka (Domestic & International) rules 2012, by one or more arbitrators appointed in accordance with its rules"

(b) Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

## 5. Statutory Clearances and Way leave:

5.1 The construction of HT/LT lines shall be as per established code of practice and fulfill the requirements of statutes. Obtaining all statutory clearances from other utility services, like telephones, water supply, Power supply, Railways, Aviation authority, National Highways, Local Municipalities for road cutting will be the responsibilities of the successful bidder.

5.2 Any way leave problem, obstacle, hindrance should be clearance by the contractor. The owner shall also stand by the contractor and extend necessary help and cooperation for removal of obstructions and hindrances. Delay in obtaining any clearance including right of way shall not form a ground for extension in the period for completion of works and waival of the penalties.

5.3 However, if the delay in obtaining any clearance including right of way (ROW) is not attributable to the contractor, upon receipt of the contractor's request, the owner may evaluate the situation and may, at its discretion, extend the time for performance.

5.4 All necessary approvals of the concerned authorities are to be obtained before execution of the works by the successful bidder and necessary assistance will be rendered by the owner.

5.5 Tree cutting and tree cut compensation, crop compensation Electrical inspectorate charges and any other statutory charges towards other Govt. utilities for work permission if required would be organized to be paid by the contractor. The owner shall render necessary help for fixing the compensation through Horticulture/ Agriculture Department. The compensation so paid by the contractor shall be reimbursed separately by the owner as per actual.

5.6 The owner however in case of any obstructions/hindrances will render necessary assistance to the contractor in terms of Part-III, Section-10, 16 & 18 of Indian Telegraphic Act 1885, the power of which are vested with BESCOM by Government Order No. PWD 20 EEB 69 dated 22/25$^{th}$ July 1969.

## 6. Project description:

6.1 BESCOM intends to appoint qualified agencies for **SEGREGATION OF AGRICULTURE LOAD ON EXISTING 11KV MIXED/ NJY/ INDUSTRIAL/ RURAL/TOWN FEEDER TO IP FEEDER UNDER TOTAL TURNKEY ON PERCENTAGE QUOTING BASIS.**

## 7. General Aspects:

a) The Guaranteed Technical Particulars of the equipments shall be filled in the concerned Data Requirement Sheet (DRS) of Techno-Commercial sheets.

b) Please note that the Filled in Techno commercial sheet shall be uploaded to the e-portal along with all other QR documents.

c) Bidders are requested to upload the legible documents only.

d) The following Documents duly signed by authorized Persons shall also be sent to The Chief Engineer(Ele), O & M Zone, BESCOM, Chitradurga within the due date and time notified for submission of the bid in a sealed cover.

i) Annexure-I Bidders Performance
ii) Annexure-II Border Sharing or not sharing.
iii) Annexure-IV No deviation certificate
iv) Annexure-VIII Letter of Undertakings
v) Annexure-X Power of attorney (if applicable).

e) Separate document Files have been specifically created for uploading the qualifying documents such as:

i. Valid class-1/Super grade Electrical Contractor’s license issued by Electrical Inspectorate, GOK
ii. Detailed Work Award, Completion certificate, Performance Certificate and certificate for value of works pending in the existing contracts.
iii. Power of Attorney in favor individual to sign the tender documents in case of Partnership firm/company registered under companies act,
iv. Audited financial statements and certificate for value of work executed in the Financial Year.
v. Banker certificate for liquid assets details.
vi. Certificate of Incorporation/Memorandum Of Association/ Article of Association of the company in case of Registered Companies under companies act/ Partnership deed in case of Partnership Firm.

vii. GST registration with GSTIN number, PAN number, Labour license, ESI/EPF registration.
viii. No Deviation Certificate, Letter of Undertaking, techno-commercial sheets, Self-declarations etc.
ix. Any other required documents as per the qualifying requirements, terms and conditions of the tender.

These Qualifying documents are to be uploaded to the respective files only, If any of the documents are not applicable to a particular Bidder, then such Bidders have to upload a document stating “Not Applicable”. The other documents if any which needs to be uploaded by the Bidder for which no specific files have been created to substantiate or to meet the requirements of the Bids, such additional documents may be uploaded in the folder named as “additional documents” in the KPP portal.

f) Bangalore Electricity Supply Company Limited takes no responsibility for delay, due to any cyber or any other computer related problems or postal delay. Further, BESCOM reserves the right to reject any or all the Bids without assigning any reasons thereof and shall bear no liability whatsoever consequent upon such a decision.

g) The Bidder is required to ensure browser compatibility of the computer well in advance to the last date and time for receipt of tenders. The department shall not be responsible for non-accessibility of e-procurement portal due to internet connectivity issues and technical glitches.

h) **Understanding of Bid Documents:**

A Prospective Bidder is expected to examine all Instructions, Forms, Terms and Specifications in the Bid Documents and fully inform himself as to all the Conditions and matters, which may in any way, affect the Scope of Work or the Cost there of. Failure to furnish all information required by the Bid Document or submission of a Bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

i) **Language of Bid:**

The Bid prepared by the Bidder and all correspondence and Documents relating to the Bid, exchanged by the Bidder and the BESCOM, shall be written in the English or Kannada Language only, provided that any Printed Literature furnished by the Bidder may be written in another language so long as accompanied by an authenticated English translation of its pertinent passages. Failure to comply with this may disqualify a Bid. For purposes of interpretation of the Bid, the English translation shall govern.

## 8. SCOPE OF PROPOSAL:

8.1 The detailed scope of work covered under the package is specified in the clause
1.2 of ITT & clause 3 of Contract data.

8.2 **Contractor's Scope of Works:**

The Scope of the Total Turnkey Contractor is: Survey, Design, Engineering, manufacture/Procure, testing at factory, Supply & Erection on FOR destination site basis, transportation, storage, Erection/Installation, Testing and Commissioning of all the Equipment's/Materials required for the work of Segregation Of Agriculture Load On Existing 11kv Mixed/Njy/ Industrial/Rural/Town Feeder to Ip Feeder Under Total Turnkey On Percentage Quoting Basis.

**The Work shall include but shall not limit to the following:**

Design, Engineering, Manufacturing, Testing and Supply on FOR Destination Site basis, Transportation, Storage, Erection/Installation, Testing and Commissioning of all Equipments/materials as per the Techno-commercial un-priced furnished for particular enquiry and associated essential Works required for successful Commissioning of the new 11kV Feeder.

i) **The requirements of the materials shall be as per techno-commercial un-priced furnished are tentative and may vary according to the completion of the work &** shall be considered to be included in the scope of the work.

ii) Any other Electrical and/or civil works including supply and erection which are not included in the item rate schedule but required to complete the work shall be carried out by the successful bidder on recommendation of the Engineer-in-charge as well as approval from the competent authority at prevailing SR (including loading factors as noted in 6.0 Note (a) of IFT) +approved tender premium and shall be considered to be included in the scope of the work. If the SR rate is not available, then mutually agreed rate will be considered.

iii) **BESCOM WILL NOT SUPPLY/PROVIDE ANY MATERIALS FOR EXECUTION.**

8.3 The mode of inland Transportation (such as Rail, Road etc) shall be clearly indicated by the Bidder in his Offer. The Transportation charges shall be the

same for all modes of Transport and shall be included in the Contract Price. The Transportation charges shall include Unloading charges at Site.

8.4 Bids not covering the entire Scope of Work shall be treated as incomplete and hence may be rejected.

8.5 For the purpose of supply & erection of Equipment and Materials the Work 'Site' shall mean the locations where the Goods are delivered and accepted by the Contractor. The Contractor shall decide the location of the Site and set up his Stores for purpose of storing the Materials.

8.6 The Equipments Offered by the Bidder shall be complete in all respects with all Mountings, Fittings, Fixtures and Standard Accessories. Any Material and Components not specifically stated in the Specifications and Documents and which is necessary for Trouble Free Operations of Equipments and accessories specified in these Specifications, shall be deemed to be included unless specifically excluded. All such Equipments, Accessories shall be supplied without any extra Cost.

8.7 Insurance coverage for the Equipments/ Materials shall be from the Manufacturer's Work till taking over in accordance with the Contract and shall include coverage for Inland Transportation, receipt of Storage at Site and Erection, Testing and Commissioning at Site prior to taking over by the BESCOM as per Clause 25.0 infra.

8.8 **Information required along with the Bids:**

a) The bidder must clearly indicate the sources of equipments/materials, man power facilities, Tools and Tackles etc., under the scope of the contract in the Techno-commercial sheet.

8.9 **Drawing & Annexures:**

a) All Drawings & Annexures appended to this Bidding Document shall form part of the Technical Specification and supplement the requirements specified.

b) The Technical Specification shall be read and construed in conjunction with the Drawings and the Annexures to determine the Scope of Work and Terminal points. The successful Bidder shall not take up manufacturing of any equipments/materials and go ahead with the execution of works unless the drawings & GTP's are approved. In case there is any discrepancy between the specification and approved drawings, the same shall be brought to the notice of the BESCOM within 15 days.

c) The Quantities shown on Drawings and Annexures are tentative for bidding purpose only. Any variation arising during detailed Engineering stage will be taken into account for adjustment of Contract Price based on Unit Rates furnished in the Bid.

8.10 **Site Location and Local Conditions:**

It will be imperative on each Bidder to fully inform himself of all Local Conditions and factors which may have any effect on the Supply &erection and Services covered under these Documents and Specifications.

It shall be understood and agreed that such factors have been properly investigated and considered in any Bid that is submitted. No Claim for Financial adjustments to the Contract Awarded under these Specifications and Documents will be entertained by the BESCOM. Neither change in the time Schedule of the Contract nor any Financial adjustments arising thereof shall be permitted by the BESCOM, which are based on incorrect information or its effect on the Contract to the Bidder.

The Equipment shall be packed for Transportation so as to meet the Space and Weight limitation of Transport facilities especially along the Rail/ Road. Approval from concerned Railway Authorities for movement of over dimensional Consignment/Package shall be obtained by the Contractor before starting Manufacture of such Equipment.

8.11 The Requirements, Conditions, Appendices etc., stated in various sections of Volume-I, Volume-II and Volume-III shall be considered as part of this Section as if bound together. In case of any discrepancy between the provisions of this Section and other Sections, the provisions of this Section shall prevail.

8.12 Unless brought out clearly, the Bidder shall be deemed to conform strictly to the Bid Documents. The Bids shall, as far as possible, be according to the Specifications. However, Minor deviations, if any, shall be clearly brought out in the respective Schedules of Deviations. Any discrepancy between the Specification and the Catalogues of the Bid, if not clearly brought out in the Schedule, will not be considered as valid Deviation.

## 9.0 BILL OF MATERIALS AND SUPERVISORY SERVICES:

9.1 List of Materials to be supplied by the Contractor is furnished in Section – VIII of Bill of Quantity.

9.2 **Services:**

The Bidder shall quote his charges payable for providing Services for Erection, Testing, Commissioning and Civil Works etc, as quoted in the percentage above or below the amount put to tender. These shall be inclusive of all Taxes, charges and incidentals. The above charges shall be in

accordance with the clause 11 of Section ITT during the currency of the contract.

## 10.0 QUALIFYING REQUIREMENTS OF BIDDERS:

The Qualifying Requirements are enumerated in Section-II Instruction to Tenderers – ITT.

## 11.0 DUTIES AND POWERS OF THE ENGINEER AND ENGINEER'S REPRESENTATIVES:

11. 1 The Duties of the Engineer are to supervise the Work of the Contractor and issue Suitable directions if needed. The scope of the Duties of the Engineer, pursuant to the Contract will include but not limited to the following:

a) Interpretation of all the Terms and Conditions of these Specifications and Documents.

b) Witness, or authorize his Representative to witness, Tests and Trial either at the Manufacturer's Work or at Site or at any place where the Work is performed under the Contract.

c) Inspect, accept or reject any Equipment Material and Work under the Contract.

d) Review and interpretation of all the Contractor's Drawings, Engineering Data etc.

e) Issue Certificate of acceptance and final Payment Certificates.

f) Review and suggest Modifications and improvements in Completion Schedule from time to time.

g) Review the Quality of Work at all the stages of Project implementation.

11.2 The Engineer, his duly authorized Representative and/or an outside agency acting on behalf of the Owner shall have at all the reasonable times, access to the Contractor's premises or Works and shall have the power to inspect and examine the Materials and Workmanship of the Works during its Manufacture or Erection and if part of the Works is being Manufactured or assembled at other premises or Works, the Contractor shall obtain for the Engineer and for his duly authorized Representative, permission to inspect, as if the Materials /Equipments are Manufactured or assembled on the Contractor's premises or Works. On Completion of the Erection of the Equipments and before commissioning each item, the Equipments shall be thoroughly cleaned and then inspected jointly by the Engineer and the Contractor for correctness and completeness of Installation so that the Equipments are ready for pre-Commissioning Tests to be performed. The Contractor's Commissioning

Engineers shall be responsible for carrying out all the pre-Commissioning Tests of the various Equipments/ Lines installed in the Distribution line system.

11.3 The following actions are however subject to approval of the Owner:

a) Determining extension of time.
b) Issuing a Variation Order except:
   i) In an emergency situation as reasonably determined by the Engineer.
   ii) If such variation Order would increase the Contract Price.

11.4 The Engineer's Representatives are responsible to the Engineer and their Duties are to watch and supervise the Works, to Test and examine any Materials to be used or Workmanship employed in connection with the Works. He has no authority to relieve the Contractor of any of the Duties or obligations under the Contract nor except as expressly provided hereunder or elsewhere in the Contract, to Order any Work involving delay or any extra Payment nor to make any variations of/or in the Works.

11.5 The Engineer may, from time to time, delegate in writing to the Engineer's Representative any of the Powers, Authorities vested with the Engineer and furnish to the Contractor a copy of all such written delegation of Powers and Authorities. Any written instruction or approval given by the Engineer's Representative to the Contractor within the terms of such delegation, but not otherwise, shall bind the Contractor and the Owner as though it has been given by the Engineer provided always as follows:

a) Failure of the Engineer's Representatives to disapprove any Work or Materials shall not prejudice the Power of the Engineer thereafter to disapprove such Work or Materials and to Order the pulling down, removal or breaking thereof.

b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm, reverse or vary such decision.

## 12.0 BASIS OF EVALUATION:

As this bid document is for a total turnkey under **Percentage quoting Basis**, covering supply of all matching materials/equipments, erection, testing and commissioning of the 11kV feeders, extension/re arranging of LT lines and providing Distribution Transformer centers, The Bidder shall quote **total percentage above/below the amount put to tender** including cost of all the Equipments identified under Contractor’s scope of supply and services mentioned. The offer will be considered as “incomplete” and the bid will be liable for rejection at the discretion of the BESCOM, if all the equipments identified under Contractor’s scope of supply and services are not offered.

The total quoted price will be compared with the amount put to tender & amount for comparison (with all loading factors). The approved percentage will

be uniformly applied to the **to the computed rates of individual materials/items *(unit rate as per CSR 2023-24 including loading factors as mentioned in note (a) IFT* under the scope of the contract to arrive the unit FORD price of individual materials/items.**

## 13.0 Procedure for Evaluation of Technical Bid:

13.1 The Bids are liable to be treated as Non-Responsive if the Offers do not comply with the following:

(a) Qualifying Requirements of the Bidder shall be as per Clause 3.0, Section – II, Instruction to Tenderers (ITT).
(b) Bid Security/EMD shall have been paid as per Clause 13.0 Section-II, Instruction to Tenderers (ITT).
(c) Completion Period shall be as specified in the Bid.
(d) Technical Particulars of all the Equipments/Materials shall be complying with the provisions of Technical Specifications.
(e) Bid shall be submitted for the entire Scope of Package.
(f) Bid containing Certificate for Acceptance to Important Conditions as per Clause No. 22 of Special Conditions of Contract- SCC.

## 14.0 TERMS OF PAYMENT:

14.1 The payment shall be made at the concerned C, O&M Division on individual work award/order- wise after completion of the work in all respect as detailed below.

14.2 **100% of the total materials/equipments supplied and erection charges including** 100% taxes ie CGST, SGST, IGST & UTGST, custom duties on imports, Cess if anyas the case may be and 100% Freight & Insurance charges in respect of Material supplied to store/site (on receipt of supply of turnkey Materials) shall be paid subject to certification by AEE, O & M of the concerned sub-division and counter signed by EE, O & M of the concerned division against **completion and commissioning of each work award/order in all respects** issued by the concerned division, subject to submission of the following documents:

i. Copy of the Certificate of Transit Insurance.
ii. Pre-dispatch clearance certificate issued by the owner, prior to dispatch of the consignment.
iii. Packing list/ bill of materials.
iv. Contractor’s Detailed Invoice.
v. Physical Verification Certificate by the site Engineers for the quantum of works executed and successful completion of the works.
vi. Approval letter of Electrical inspectorate, GOK in respect of Commissioning of the Transformer/Lines as applicable.
vii. Taking over Certificate as per clause No. 21 of SCC.

viii. Captured data of longitude and latitude of the location of existing/installed Transformer in the new feeder executed along with Route map of the new feeder.

**The Bills will be passed on the basis of the following certificates:**

1. Certificate recorded by the Contractor that the Materials/Equipments are received as per the Terms and Conditions of the contract placed for Materials and Turnkey Agreement entered into by him with BESCOM.
2. Certificate recorded by the Junior Engineer, Elec /Asst. Engineer, Elec designated as "Site Engineer or Engineer in charge of Work" to the effect that the Materials/Equipments are actually received in the Store of the Turnkey Contractor or at Site as per the Terms and Conditions of the contract placed for Materials and Turnkey Agreement entered into by him with BESCOM.
3. Certificate by the Asst. Executive Engineer, Elec, who is the Sub-Divisional Officer in charge of the Contract to the effect of the receipt of Materials/Equipments.
4. Counter signature of the Executive Engineer, Elec in charge of the work and who is the Divisional Officer under whose jurisdiction the Contract is being executed.
5. Certification of the Project Monitoring consultant (PMC) appointed by BESCOM for Monitoring and supervision of the works being executed in the respective circle jurisdiction to the effect that the work has been executed as per the Terms and Conditions of the detailed work award/Work award/order placed and Agreement entered into by the Contractor with BESCOM.
6. Certification of all above points shall be recorded in the MB book by the concerned Engineer in charge of work while forwarding for arranging payment.

14.3 **Procedure for submission of bills and payments:**

i. The authorized representatives of the Engineer-in-charge and the Contractor shall jointly take the measurements along with the Project Monitoring Consultant (PMC) appointed by BESCOM. The representative of the Engineer-in-charge will give a 15 days' notice to the Contractor of his intention to record the measurement immediately on report of completion & commission of individual work award/order by the Contractor in all respects and if the Contractors' representative fails to join the Engineer-in-charge representative/PMC, then proceed with the measurements by himself with PMC and the Contractor shall have to accept these measurements as correct and binding on him.

ii. The Contractor shall submit an application /Bill in quadruplicate(4 copies) to the Engineer-in-charge in prescribed form approved by the

Engineer along with the joint measurements and relevant documents & certification as stated in 14.2 above.

iii. Payment will be made as per actual at the approved prices of Detailed work award (DWA) and procedure prevalent in the BESCOM.

iv. Payment will be made at the accepted rates for all works done according to the specifications and measurements and after commissioning the same. However, where approval of the Inspectorate authorities is required under statute, payment shall be made only after such approval and after the work is duly charged.

v. It is the responsibility of the Contractor to care and protection of the materials at his own cost and his liability to make good the damage if any, unless and until the whole work is deemed to have been completed and commissioned and handed over to the BESCOM, in accordance with the terms and conditions of the Contract.

vi. The payments to Contractor are subject to recoveries, which are due from the Contractor.

vii. The final settlements under the contract should be claimed within 3 months from the date of expiry of the contract.

14.4 It is made clear that, notwithstanding anything contained to the contrary in the Bid Documents elsewhere, Storage Insurance for Materials/ Equipments stored at the Site by the Contractor shall be to Contractor's account alone and no amount whatsoever is payable by the Owner.

14.5 All payments under the Contract shall be in Indian Rupees only.

14.6 The Total Payments towards Supply &erection of Equipments/Material, Erection Charges and Civil Engineering Works etc., as per the Contract shall be governed by the Clauses 34.0 & 35.0 of General Conditions of Contract-GCC, Volume-I.

## 15.0 WORK SCHEDULE:

15.1 The Bidder shall include in this **Work Schedule** his program for furnishing Designs, Testing, Supply &erection of Materials (in his Scope) and erecting the Equipments and Commissioning covered in the Bid Documents. The Program shall be in the form of Activity Chart identifying Key Phases in various areas of the total Works like procurement of Materials and Bought Out items, Testing, Manufacture, deliveries and Field activities. The Activity Chart shall conform to the following Scheduled Commissioning Period reckoned from the Date of Contract.

**Validity of Contract**: The Contract is valid for a period of Six (06) months from the date issue of Detailed Work Award (DWA).

**COMMISSIONING PERIOD**: Even though the Detailed Work Award is valid for a period of Six (06) months from the date issue of award, the Commissioning period for each of the individual works will be indicated in the individual award/order by the concerned Executive Engineer and entire assigned work shall be completed and commissioned in all aspects within time period indicated in the individual award/order INCLUDING MONSOON PERIOD.

While preparing the above-mentioned Activity Chart, the Contractor may take guidance from the tentative dates of various activities indicated in the Technical Specification. The BESCOM has no objection to modify the intermittent activities without affecting the Final Completion Schedule. However, all the Schedules shall be approved by the BESCOM.

This Activity Chart will be discussed and agreed to before the Award of Contract. It may be required by the BESCOM to revise the periods indicated above based on the interface requirements of the Project. Such revisions, if made, will be finalised before the Award of Contract. The provisions of Clauses 14 and 43 of General Conditions of Contract-GCC, Volume-I and Clause 18.0 of Special Conditions of Contract-SCC, Volume-I regarding Liquidated Damages leviable for delays shall become effective after the dates mentioned above.

15.2 After the Award of the Contract, the Contractor shall Plan the sequence of Work of Manufacture and Erection to meet the dates stated above and shall ensure that all Work / Manufacture, shop Testing and dispatch of the Equipment and Materials is in accordance with the required Construction / Erection sequence.

15.3 The provisions of penalty leviable in case of delay in shall become effective after the periods mentioned above for successful Completion of Testing and Commissioning.

15.4 During execution of the Contract/Manufacture/Erection/ Commissioning, the Contractor shall furnish fortnightly Progress Reports to the Engineer in a Format to be specified by the Engineer indicating the Progress up to the Month as against Scheduled and Anticipated Completion Dates in respect of Activities covered in Programs/ Schedules referred above. If called for by the Engineer, the Contractor shall also furnish to the Engineer resources Data in the specified Format(s), and Time Schedule(s). The Contractor shall also furnish any other information necessary to ascertain Progress, if called for by the Engineer.

## 16.0 INDEMNITY BOND:

It will be the responsibility of the Contractor to take Delivery, Unload and Store all the **Material/Equipments**. The Contractor shall execute an Indemnity Bond as per the Proforma enclosed in Section Format of Annexures in favour of the BESCOM against Loss, Damage and any Risks involved for the full value of

these Materials. This Indemnity Bond shall be furnished by the Contractor before commencement of the Supplies and shall be valid till the Scheduled Date of Testing, Commissioning and handing over of the Work to the Engineer.

## 17.0 CONTRACT PRICE ADJUSTMENT:

In accordance with Clause 11.0 of Instruction to Tenderer-ITT, Volume-I and Clause 32.0 of General Conditions of Contract-GCC, Volume-I.

## 18.0 PENALTY FOR DELAY IN COMPLETION:

18.1 The Bidder shall clearly note that time is the essence of the Contract and the awarded work shall be completed within the Time frame specified in Clause 15.1 Supra and hence no time extension shall be allowed on any account. If the Contractor fails to successfully commission in terms of the Contract, within the time fixed under the Contract or any extension thereof granted by the BESCOM by way of Amendment to the Notification of Award/ Contract Agreement, the Contractor shall pay to the BESCOM, as Penalty.

18.2 **The penalty shall be 0.1 % per day of delay or part thereof on the portion of the individual work award which is not completed for beneficial use within the time stipulated in relevant clause of the contract, subject to a maximum of 10% on the individual work award cost.**

18.3 The total amount of **Penalty** for delay under the Contract shall be subject to a Maximum of Ten percent (10%) of the total Contract Price & the BESCOM has got every right to terminate the Contract without any liability if it crosses 10%.

18.4 In case the successful bidder fails to execute the works as per the program, the works are progressing at a slow pace, the owner reserves its right to get the balance or part of supplies/works executed through other agencies at the risk and cost of the turnkey agencies, this is in addition to the right of the BESCOM to recover any damage from the contractor and also blacklisting.

## 19.0 GUARANTEES AND LIQUIDATED DAMAGES FOR NON-PERFORMANCE OF THE EQUIPMENT’s:

19.1 The Bidder shall guarantee for the equipment’s/materials supplied as per the clause 15 of GCC.

19.2 The equipment offered shall meet the rating and performance requirements stipulated in Technical Specification of equipment or indicated in Data requirement.

19.3 If the equipment's/materials are not met IS/IEC standard at factory tests, then Owner will reject the equipment's/materials and the contractor shall be offered for re-inspection by paying the re-inspection charges as notified by the owner.

19.4 The ratings and standard losses of the below mentioned equipment are guaranteed as per Energy efficiency level 1 specified in IS 1180:2014 (Part I) (Amendment 4).

| **Equipment** | **Rating** | **Max losses at 50% (watts)** | **Max losses at 100% (watts)** |
|---|---|---|---|
| 25kVA, 11/0.433kV, 3 phase Distribution Transformer | BEE Star-1 (4 star) | 190 | 635 |
| 63kVA, 11/0.433kV, 3 phase Distribution Transformer | BEE Star-1 (4 star) | 340 | 1140 |

19.5 If the aforementioned guarantees are not established at factory tests, then the owner shall reject transformer at risk, cost and responsibility of the successful bidder.

19.6 A minimum guarantee of ***Sixty Months (60) Months in respect of 25 KVA & 63kVA BEE Star-1 (4 Star) Distribution Transformers, Rabbit ACSR Conductor & GOS and 12 (Twelve) months for all other equipment's/materials of the work commencing immediately upon the satisfactory commissioning***. The liability contractor shall be replacement of any defective parts in the equipment or whole of his own manufacture or those of his sub-vendors.

19.7 If BESCOM insists for type test of ***25kVA & 63kVA BEE Star-1 (4 Star) Distribution Transformer*** supplied against the Dispatch instruction (DI) issued, the samples ***(1 No. for every lot of 50 DTCs (or less) and at least 2 DTCs of lot size 100 nos.)*** shall be selected in each lot/DI at random by authorized BESCOM officer/Official in presence of the authorized representative of contractor and manufacturer. This randomly selected samples shall be properly sealed with the signature of both the parties affixed on the sample and shall be sent to M/s. CPRI /ERDA for conducting Type Tests as prescribed by IS/IEC/BESCOM Specification.

19.8 *The type test charges shall be paid upfront by Contractor & such type test charges shall be reimbursed to the contractor in case the Transformer passes*

*the type test successfully. The type test charges will not be reimbursed if the Transformer fails in the type testand the entire lot will be rejected and contractor has to replace the entire lot at his own cost. Even the replaced lot will be subjected to testing as above, once the samples are passed the tests then only the lot will be accepted otherwise it will be rejected at risk, cost and responsibility of the contractor and action will be initiated on the contractor as per terms and conditions of contract and black listing such manufacturer.*

## 20.0 PRE-COMMISSIONING TESTS AND TAKING OVER:

### 20.1 Pre-Commissioning Tests:

On Completion of Erection of the distribution line Equipments/Materials and before Charging, each item shall be thoroughly cleaned and then inspected jointly by the Owner or his duly authorized Representative and the Contractor for correctness and Completeness of Installation and acceptability for Charging leading to initial Pre - Commissioning. The Contractor's Commissioning Engineers, specifically identified as far as possible, shall be responsible for carrying out all the Pre-Commissioning checks. On Completion of inspection, checking and after the Pre-Commissioning Tests are satisfactorily over, distribution line shall be ready for Charging.

During the Pre-Commissioning checks, the Operations shall be under the supervision of the Contractor, but the Schedule of Operations shall be agreed to by the Owner and the Contractor. During the Tests, the safety of the distribution line &line Materials etc., is the responsibility of the Contractor. During the pre-Commissioning, Commissioning and Performance Guarantee Tests, the Operations will be under the supervision of the Contractor, if the Tests are being carried out by him. In case the Tests are being carried out by a third Party, the Operations will be under the control of the Owner. In both cases, all aspects of the Tests shall be agreed to by the Owner and the Contractor The safety of the Equipment shall be the responsibility of the Contractor.

### 20.2 Rejection:

**20.2.1** The BESCOM will reject any Material/Equipment supplied by the Contractor if, during Tests, or Service, any of the following conditions arise when the provisions under the relevant Clause of the General Conditions of Contract shall immediately become applicable:

a) Material/Equipment, including its Components, are proved to have been manufactured not in accordance with the agreed Specifications.
b) Material/Equipment fails on any Test indicated in the Technical Specification.

**20.2.2** The BESCOM reserves the right to retain the rejected Equipment and take it into service until the Bidder replaces, at no extra Cost to the BESCOM, the defective Material by a new Material. Alternately the Bidder shall Repair or Replace the Equipment within a reasonable period to the satisfaction of the BESCOM at no extra Cost to the BESCOM. **Till the equipments are replaced, the performance bank guarantee will not be released by the owner.**

## 21.0 TAKING OVER:

When the whole of the Works have been completed and have passed all the Tests on Completion, prescribed in the Contract, to the satisfaction of the Engineer, the Engineer shall issue to the **Contractor a Taking Over Certificate,** as proof of the Final acceptance of commissioning of new 11kV feeder. Such Certificate shall not unreasonably be withheld nor will the Engineer delay the issuance thereof on account of minor omissions or defects, which do not affect the Commercial Operation and/or cause any serious risk to the distribution line. Such Certificate shall not relieve the Contractor of any of his obligations which, otherwise become due, by the Terms and Conditions of the Contract, after issuance of such Certificate. The Contractor shall give an Undertaking to finish with due expedition any outstanding Work during the Warranty Period.

## 22.0 CERTIFICATE REGARDING ACCEPTANCE OF IMPORTANT CONDITIONS:

22.1 It is brought to the specific Notice of the Bidders that they are not permitted to take any deviations whatsoever to the following Conditions:

a) **Terms of Payment:**
Clause 33.0 of General Conditions of Contract-GCC, Volume-I and Clause 14.0 of Special Conditions of Contract-SCC, Volume-I.

b) **Bid Security /EMD:**
Clause 13 of Instruction to Tenderer-ITT, Volume-I

c) **Contract Performance Guarantee.**
Clause 29.0 of Instruction to Tenderer-ITT, Volume-I

d) **Liquidated Damages for Delay.**
Clause 14.0 of General Conditions of Contract-GCC, Volume-I and Clause 17.0 of Special Conditions of Contract-SCC, Volume-I.

e) **Price basis**
Clause 11.0 of Instruction to Bidder-ITT, Volume-I

f) **Guarantee.**
Clause 15.0 of General Conditions of Contract-GCC, Volume-I

g) **Work Schedule.**
Clause 15.0 of Special Conditions of Contract-SCC, Volume-I.

i) **Taxes and Duties:**
Clause 17.0 of Contract data.

22.2 Bidders shall be required to furnish a Certificate in Format enclosed at **Annexure** for acceptance of Important Conditions mentioned in 7 above in a separate envelope.

**23.0 GENERAL INFORMATION:**

23.1 The requirements stated in and Schedule/Annexures appended to the Conditions of Contract, Bid Proposal Sheets, Technical Specifications and Exhibits/ Enclosures shall apply to and shall be considered as a part of this Section as if bound together

23.2 The Design and Workmanship shall be in accordance with best Engineering Practices to ensure Satisfactory Performance throughout the service life of the Equipment.

23.3 In case of discrepancy between the Conditions specified in General Conditions of Contract (GCC) and this Section (SCC), the stipulations specified in this Section (SCC) shall prevail.

**24.0 Quantity variation:**
As per clause 24.2 of General Conditions of Contract.

**25.0 STORAGE CUM ERECTION INSURANCE:**

1. All the Equipment and Materials being supplied by the Contractor for the package shall be kept completely insured by the Contractor at his Cost from the time of dispatch from their Works, up to the Completion of Erection Testing and
Commissioning at Site and taking over of the project by the BESCOM in accordance with the Contract.

2. Further all the Equipment and Materials being supplied by the BESCOM for the Erection as per Technical Specification shall be kept insured by the Contractor against any Loss, Damage, Pilferage, Theft, Fire etc. from the time of Unloading upto the time of Taking Over by the BESCOM including Handling, Transportation, Storage, Erection, Testing and Commissioning etc. The premium to be paid to the Insurance Company by the Contractor for such Insurance shall be included in the total Bid Price.

3. It will be the responsibility of the Contractor to Lodge, Pursue and Settle Claims
with the Insurance Company in case of any Damage, Loss, Theft, Pilferage or Fire
and the BESCOM shall be kept informed about it. The Contractor shall be responsible for the, replacement of losses, Damage etc. in the execution of the

Contract to any Equipment/ Material either supplied by the Contractor or issued to the Contractor by BESCOM irrespective of the time or amount of receipt of Insurance Claim. Any loss in this shall be to the Contractor's account.